



# WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

For and in consideration of American Saddlebred Association of Wisconsin (ASAW) allowing me, the undersigned, to participate in any capacity (including as a rider, driver, handler, vaulter, longeur, lessee, owner, agent, coach, official, trainer or volunteer) in a ASAW event or activity, including but not limited to equestrian clinics, practices, shows, competitions and related or incidental activities; I, for myself, and on behalf of my spouse, children, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors, and assigns, hereby agree to and make the following contractual representations pursuant to this Agreement (the "Agreement"):

**A. RULES AND REGULATIONS:** I hereby agree to be bound and abide by the rules, regulations, and policies of USEF as published in the USEF Rule Book and on the website at www.usef.org, as amended from time to time.

**B. ACKNOWLEDGMENT OF RISK:** I knowingly, willingly, and voluntarily acknowledge the inherent risks associated with the sport of equestrian and know that horseback riding and related equestrian activities are inherently dangerous, and that participation in any ASAW Event involves risks and dangers including, without limitation, the potential for serious bodily injury (including broken bones, head or neck injuries), sickness and disease (including communicable diseases), trauma, pain & suffering, permanent disability, paralysis and death; loss of or damage to personal property (including my mount & equipment) arising out of the unpredictable behavior of horses; exposure to extreme conditions and circumstances; accidents involving other participants, event staff, volunteers or spectators; contact or collision with other participants and horses, natural or manmade objects; adverse weather conditions; facilities issues and premises conditions; failure of protective equipment (including helmets); inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the ASAW Event organizers and competition management; and other undefined, not readily foreseeable and presently unknown risks and dangers ("**Risks**").

## I HAVE CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY, UNDERSTAND ALL OF ITS TERMS AND CONDITIONS, AND KNOW IT CONTAINS AN ASSUMPTION OF RISK, RELEASE AND WAIVER FROM LIABILITY, AS WELL AS A HOLD HARMLESS AND INDEMNIFICATION OBLIGATIONS.

By signing below, I (as the participant or as the Parent/Legal Guardian of the minor identified below) hereby accept and agree to the terms and conditions of this Agreement in connection with my (or the minor's) participation in any ASAW Event. If, despite this Agreement, I, or anyone on my behalf or the minor's behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities as the result of such claim.

### **RIDER/DRIVER/HANDLER/VAULTER/LONGEUR** (mandatory)

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

### **TRAINER** (mandatory)

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ ASHA/UPHA#: \_\_\_\_\_

Address: \_\_\_\_\_

### **Parent/Guardian Signature: (Required if Rider/Driver/Handler/Vaulter/Longeur is a minor)**

Print Parent/Guardian Name: \_\_\_\_\_

Is Rider/Driver/Vaulter a U.S. Citizen: \_\_\_ Yes \_\_\_ No

### **EQUINE ACTIVITY LIABILITY ACT WARNING:**

CAUTION: HORSEBACK RIDING AND EQUINE ACTIVITIES CAN BE DANGEROUS.

RIDE AT YOUR OWN RISK.

**Under the laws of most States, an equine activity sponsor or equine professional is not liable for any injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities.**

**C. ASSUMPTION OF RISK:** I understand that the aforementioned Risks may be caused in whole or in part or result directly or indirectly from the negligence of my own actions or inactions, the actions or inactions of others participating in the ASAW Events, or the negligent acts or omissions of the Released Parties defined below, and I hereby voluntarily and knowingly assume all such Risks and responsibility for any damages, liabilities, losses, or expenses that I incur as a result of my participation in any ASAW Events. I also agree to be responsible for any injury or damage caused by me, my horse, my employees or contractors under my direction and control at any ASAW Event.

### **D. WAIVER AND RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNITY:**

In conjunction with my participation in any ASAW Event, I hereby release, waive and covenant not to sue, and further agree to indemnify, defend and hold harmless the following parties: ASAW members, Event participants (including athletes/riders, coaches, trainers, judges/officials, and other personnel), the Event owner, licensee, and competition managers; the promoters, sponsors, or advertisers of any ASAW Event; any charity or other beneficiary which may benefit from the ASAW Event; the owners, managers, or lessors of any facilities or premises where a ASAW Event may be held; and all directors, officers, employees, agents, contractors, and volunteers of any of the aforementioned parties (**Individually and Collectively, the "Released Parties" or "Event Organizers"**), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss, or expense (including

court costs and reasonable attorney fees) of any kind or nature ("**Liability**") which may arise out of, result from, or relate in any way to my participation in the ASAW Events, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties.

**E. COMPLETE AGREEMENT AND SEVERABILITY CLAUSE:** This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

Equine Sports Council every entry at a show that pays the Equine Sports Council exhibition fee and is exhibited and judged according to the ESC rules and guidelines shall constitute an agreement and affirmation that: (1) the owner, agent, lessee, trainer, manager, coach, driver and rider and any of his/her representatives are bound by the show rules; (2) that every horse, rider, and/or driver is eligible as entered; (3) they agree to accept as final the decision of show management on any question arising under said rules, and agree to hold the show, equine sports council, their officials, directors, and employees harmless for any action taken; (4) that the owner, rider/driver and any of their agents or representatives agree to hold the show, equine sports council, and their officials, directors, employees and agents harmless for any injury or loss suffered during or in conjunction with the show, whether or not such injury or loss resulted directly or indirectly from the negligent acts or omissions of said officials, directors, employees or agents of the show or equine sports council.

### **OWNER/AGENT** (mandatory)

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

### **COACH** (mandatory)

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Emergency Contact Phone No. \_\_\_\_\_